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1991 HUDSON COUNTY COURT CLERKS' COLLECTIVE AGREEMENT

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1991 Hudson County Court Clerks' Collective Agreement

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ARTICLE I - Agreement

This Agreement entered into this ^{7th} 26 day of July, 1991 by and between the Assignment Judge of the Superior Court of Hudson County, New Jersey (hereinafter referred to as the "Judge" and the Hudson County Court Clerks' Association (hereinafter referred to as the "Association").

ARTICLE II - Recognition

The Judge hereby recognizes the Association as the sole and exclusive representative of the Court Clerks to negotiate matters relating to salaries, and terms and conditions of employment.

ARTICLE III - SalariesSection 1

Effective January 1, 1991, and retroactive to that date, the salary range for court clerks shall be established as follows:

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Court Clerk	\$18,020	\$36,888

Section 2

Effective January 1, 1991, and retroactive to that date, each court clerk shall receive an increase of six percent (6%) plus five hundred dollars (\$500) added to his/her December 31, 1990 base salary.

ARTICLE IV - Longevity

Court clerks in this unit shall receive longevity payments as are granted to Hudson County employees generally. Currently, those payments are as follows:

5 years to 10 years service	-	\$ 200 annually
10 years to 15 years service	-	\$ 400 annually
15 years to 20 years service	-	\$ 600 annually
20 years to 25 years service	-	\$ 800 annually
25 years or more	-	\$1,000 annually

If, during the period covered by this Agreement, the County grants to its employees generally any increase in longevity payments, such increase shall simultaneously be awarded to employees in this unit.

ARTICLE V- Holidays**Section 1**

Court clerks shall be entitled to all legal holidays and such other days off as shall be determined by the Judiciary. Pursuant to N.J.S.A. 36:1-1, these legal holidays shall include:

January 1st.....New Year's Day
3rd Monday in January.....Martin Luther King's Birthday
February 12.....Lincoln's Birthday
3rd Monday in February.....Washington's Birthday
Last Monday in May.....Memorial Day
July 4th.....Independence Day
1st Monday in September.....Labor Day
2nd Monday in October.....Columbus Day
November 11th.....Armistice or Veteran's Day
4th Thursday in November.....Thanksgiving Day
December 25th.....Christmas Day
Good Friday and General Election Day

Section 2

Whenever a legal holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday. Whenever a legal holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE VI- Vacation Leave**Section 1**

Court clerks who were employed by the Judiciary prior to January 1, 1979, shall receive vacation credits in accordance with the following schedule:

After 1 year.....15 days
Beginning with the 16th calendar year
through the 25th year.....20 days

Section 2

Court clerks hired on or after January 1, 1979 shall receive vacation credits in accordance with the following schedule:

During first year.....1 day per month

Beginning with the 2nd calendar year
through the 5th year.....12 days

Beginning with the 6th calendar year
through the 15th year.....15 days

Beginning with the 16th calendar year
through the 25th year.....20 days

Section 3

Court clerks employed by the Hudson County Judiciary for more than twenty-five (25) consecutive years shall receive vacation credits in accordance with the following schedule:

25 years	-	25 days
26 years	-	26 days
27 years	-	27 days
28 years	-	28 days
29 years	-	29 days
30 years or more	-	30 days

Section 4

An employee may use accrued vacation time as an emergency vacation when the employee and supervisor agree it is necessary.

Section 5

Vacation schedule shall be established taking into account the wishes of the employees and the needs of the Judiciary. Where there is a conflict in choice of vacation time among employees, seniority shall prevail.

Section 6

An employee shall be paid his/her vacation pay before starting his/her vacation, provided such request for pay is made thirty (30) days in advance.

Section 7

Vacation leave must be taken in the calendar year in which it is earned. Vacation leave not taken in that calendar year is forfeited. The only exception to this policy is if the written vacation request is denied, in writing, by a Department Director for business reasons and cannot be rescheduled for that year. In such cases, the vacation denied may be carried over to the next succeeding calendar year, but must be scheduled and used in the next year or it is forfeited.

ARTICLE VII - Health and Welfare

Section 1

Court clerks shall continue to be provided with all current levels of health and welfare benefits granted to Hudson County employees generally. The benefits include, but are not limited to the following:

1. Standard Hospital and Medical Insurance Plan
2. Prescription Drug Program
3. Basic Dental Program
4. Life Insurance Policy (\$5,000)
5. A Disability Program as provided to employees of Hudson County
6. Medical coverage for employees and their dependents who retire after twenty-five (25) years of service credited in a State or locally administered retirement system.

Section 2

If, during the term of this Agreement, the County grants to its employees generally any additional health and welfare benefits or provides any expanded coverage, and such benefits were not a subject of negotiations for this Agreement, the Assignment Judge shall grant such benefit (s) to unit members.

ARTICLE VIII - Sick Leave

Section 1

Each court clerk shall receive sick leave credits on the basis of one (1) working day per month up to the end of the first year and fifteen (15) working days for each calendar year thereafter. Sick days not taken by an employee in any one year shall then accumulate from year to year without limit.

Section 2

Upon retirement each employees shall receive the equivalent of one (1) day's pay for each three (3) days of accumulated and unused sick leave up to a maximum of \$5,000. If the County offers its employees generally a change in the terms of this benefit, the same terms shall be afforded members of the unit.

Section 3

After the first calendar year of employment, each employee shall be credited with fifteen (15) days sick leave on January 1 of each year in anticipation of continued employment throughout each calendar year. (N.J.A.C. 4A:6-1.3(a))

ARTICLE IX - Bereavement Leave**Section 1**

Three (3) days leave with pay shall be allowed when death occurs in an employee's immediate family. Immediate family includes mother, father, husband, wife, son, daughter, sister, brother, aunt, uncle, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law and brother-in-law.

Section 2

Matters of special circumstances involving proper identification of the immediate family or involving an extension of time with or without pay shall be at the sole discretion of the Judiciary.

ARTICLE X - Personal Days**Section 1**

Effective January 1, 1991, each employee shall be entitled to two (2) paid personal days per full calendar year worked.

Section 2

Requests for personal days shall be made in writing by the employee to his/her immediate supervisor at least twenty-four (24) hours in advance of the date(s) requested. Approval by the supervisor shall be in writing prior to the requested date(s). In the event of an emergency, approval may be granted on shorter notice.

Section 3

Employees hired after the execution of this Agreement must be in the employ of the Hudson County Judiciary for one (1) year before being entitled to paid personal days.

Section 4

Personal days must be used within the calendar year in which such days are earned unless denied by management. Personal days shall not accrue from year to year.

ARTICLE XI - Pregnancy Disability/Childbirth Adoption Leave**Section 1**

An employee who requests leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as sick leave or leave without pay. The Department Head may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

Section 2

An employee may use accrued leave time (for example, sick, vacation, personal) for pregnancy disability purposes, but shall not be required to exhaust accrued leave before taking a leave without pay. However, the employee must exhaust all accrued sick leave to be eligible for New Jersey Temporary Disability Insurance.

Section 3

An employee, upon request, will be eligible for unpaid childbirth/adoption leave. Such leave will be granted for a period not to exceed twelve (12) months.

Section 4

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay or to accrue sick leave time.

ARTICLE XII - Military Leave

Section 1

A permanent or temporary employee who is a member of the Naval Militia or of a Reserve component of any of the Armed Forces of the United States or the National Guard and who is ordered to undergo required annual field training or annual active duty for training, shall be granted a leave of absence with pay for such period. Such leave shall be in addition to regular vacation leave provided the employee presents the official notice from his/her Commanding Officer and a copy of his/her Orders prior to the effective date of such leave.

In the event that said employee wishes to undertake additional optional training through the National Guard, Naval Militia or Reserve component, the Employer shall consider the request for such leave. Upon receiving reasonable notice from the New Jersey Department of Defense or the employee's respective reserve component that said employee has made application for such training and also providing said leave of absence will not unduly interfere with the operation of the employee's department, it may be granted.

Section 2

While on an unpaid leave of absence, an employee shall not be entitled to earn holiday pay or to accrue sick leave time.

ARTICLE XIII - Disability Benefits

The Employer shall continue to cover employees with the New Jersey Disability Compensation Plan, for which the employee and the Employer are required to make equal payments.

ARTICLE XIV - Sound Recording Stipend

Section 1

Effective upon execution of this Agreement, all court clerks who operate sound recording equipment will be paid a ten dollar (\$10) stipend for each full day they operate said equipment.

Section 2

When two (2) court clerks are present in the same courtroom only one (1) stipend will be available per day.

ARTICLE XV - Annual Sick Leave Bonus

The sum of one hundred dollars (\$100), less taxes, shall be paid to each employee on the last regular pay date in December who has used five (5) days or less sick days during the preceding twelve (12) month period including December. To be eligible for this bonus, an employee must be on the payroll prior to January 1 of the year in which the bonus is paid.

ARTICLE XVI - Hours of Employment

Section 1

The workday for all employees in this unit hired prior to July 1, 1991 shall be 8:30 a.m. to 4:00 p.m.

Section 2

The workday for all employees in this unit hired on or after July 1, 1991 shall be 8:30 a.m. to 4:30 p.m.

ARTICLE XVII - Overtime

Section 1

Overtime shall be paid at time and one-half for all time worked after 4:00 p.m., during lunch or before 8:30 a.m. (with the exception of court clerks hired after July 1, 1991 whose regular hours will be 8:30 a.m. to 4:30 p.m.). The court clerks shall not be required, however, to work during the lunch hour, unless a jury is deliberating or unless specially directed to do so by the Judge in the courtroom to which they are assigned. Vouchers shall not be submitted for less than 15 minutes for overtime.

Section 2

Overtime shall be paid only if the Judge directs the clerk to be present before

8:30 a.m., during lunch or after 4:00 p.m. with the exception of court clerks hired after July 1, 1991 whose regular hours will be 8:30 a.m. to 4:30 p.m.

Section 3

Overtime vouchers shall be submitted within two (2) days of the day overtime is worked, and shall be paid no later than the second pay day after the voucher is submitted.

ARTICLE XVIII - Management Rights

Section 1

The Judiciary retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Statutes and Constitutions of the State of New Jersey and of the United States of America, applicable court decisions, rules and policies promulgated by the Supreme Court of New Jersey under its rule making authority, and directives of the Administrative Office of the Courts and the Assignment Judge.

Section 2

Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce rules and regulations governing the conduct and the activities of judicial employees are retained by the Judiciary.

Section 3

The Association recognizes the Judiciary's authority to transfer court clerks among the various divisions which include Civil, Criminal, Family, Special Civil and the Central Judicial Processing Court.

ARTICLE XIX - Non-Discrimination

The Judiciary and the Association agree that there shall be no discrimination on the basis of sex, age, nationality, race, religion, physical handicap that does not interfere with the functions of the job, marital status, sexual orientation, political affiliation or non-affiliation, union membership or non-membership and legal union activities.

It is understood that the limitation on political activity (Court Rule 1:17-1) shall be complied with by all parties to this Agreement.

ARTICLE XX - Union Leave

The Union shall be granted an aggregate of five (5) paid days leave per year to attend to Union business. In no event shall any one employee be granted an aggregate to exceed three (3) days annually except upon approval of the Trial Court

Administrator. Requests for such leave shall be made one (1) week in advance. Exceptions to the week notice will be considered by the Trial Court Administrator.

ARTICLE XXI - Grievance Procedure

The parties agree that a complaint or grievance of any court clerk relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in the law or in applicable rules and regulations having the force and effect of law, shall be settled in the following manner:

Step 1

The grievance shall first be taken to the court clerk's immediate supervisor within fifteen (15) days from the date upon which the grievant or the Association should reasonably have known that an alleged violation had occurred, or within fifteen (15) days of the date of the occurrence. The supervisor shall make an effort to resolve the problem within a reasonable period of time, within three (3) working days if possible. The time limit in this step may be extended by mutual consent.

Step 2

If not resolved at Step 1, the grievance shall be submitted to the Court Administrator within fifteen (15) days of the receipt of the response to Step 1 above. The Court Administrator shall acknowledge its receipt within three (3) working days and shall render a decision within seven (7) working days thereafter. The grievance may be handled by the Court Administrator or a designated assistant or it may proceed to the next step with the approval of both parties. The time limit may be extended by mutual consent.

Step 3

If the aggrieved court clerk is not satisfied with the decision of the Court Administrator or his designee he/she may request within fifteen (15) days of the receipt of the response to Step 2 above to utilize one of the following two (2) options:

- a) A classified court clerk may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case; or
- b) The court clerk may appeal to the Assignment Judge, in which case the decision of the Judge shall be final and rendered with reasonable promptness. The Judge may designate any court employee or a representative who is not an employee of the Courts, to hear and make recommendations to him for disposition.

All grievance and complaints that are related to judicial policy and/or authority of the Chief Justice, Supreme Court, Administrative Director of the Courts, or the Assignment Judge under Rule 1:33-4, and any other applicable

Statute or Court Rule, shall be limited to Step 3(b). In using the grievance procedure, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Association designated to represent him or her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement.

ARTICLE XXII - Policy on New Jersey Department of Personnel

The administrative and procedural provisions and controls of the New Jersey Department of Personnel and the Rules and Regulations promulgated thereunder are to be observed in the administration of this Agreement with respect to classified employees governed by this Agreement, except to the extent that this Agreement pertains to subjects not therein contained or where this Agreement is contrary to or in conflict with such provisions and controls and except to the extent inconsistent with New Jersey Supreme Court Rules and Policies governing administration of the Courts.

ARTICLE XXIII - Severability

In the event any Federal or State Law, or any determination having the force and effect of law (including rules, regulations or directives of the Chief Justice, Supreme Court of New Jersey, or the Administrative Director of the Courts), conflicts with the provisions of this Agreement, the provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect. The parties will meet within thirty (30) days to renegotiate the term(s) so severed.

ARTICLE XXIV - Conclusiveness of Agreement

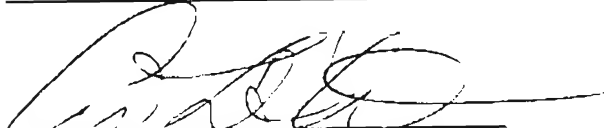
This Agreement constitutes the final and complete understanding between the parties on all negotiable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

ARTICLE XXV - Duration of Agreement

This Agreement shall be effective January 1, 1991, and retroactive to that date unless specified, and shall continue in full force and effect until December 31, 1991 or until execution of a successor agreement.

In witness of this Agreement, the parties to it have affixed their signature
this 26th day of July, 1991.

For the Judiciary


Arthur N. D'Italia, A.J.S.C.

For the Association


William J. Condliff, Pres

